

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
LABORATORY CORPORATION OF AMERICA**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Laboratory Corporation of America, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of professional services hereinafter described for the Health Department, Behavioral Health and Recovery Services Division and Correctional Health.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment A – Participating Health Plans

Attachment C – Test Volumes and Pricing

Attachment D – Monthly Invoice Billing Field Layout

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000)

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2008 through June 30, 2009.

This Agreement may be terminated by Contractor, the Director of Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as "Materials") prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such Materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed and billed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

To the extent applicable to a clinical reference laboratory and consistent with Contractor's policies and procedures, Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records of Patient Service Technicians providing on-site services under this Agreement with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any Contractor phlebotomist providing on-site phlebotomy services in County's facilities in any court of any complaint of discrimination or the filing by any Contractor phlebotomist providing on-site phlebotomy services in County's facilities of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto regarding the subject matter hereof and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties regarding the subject matter hereof not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Behavioral Health and Recovery Services Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Laboratory Corporation of America
13112 Evening Creek Drive,
San Diego, CA 92128
Attention: Contract Administrator

With a Copy to:

Laboratory Corporation of America
Holdings
430 S. Spring Street
Burlington, NC 27215
Attention: Law Department

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Adrienne Tissier, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Laboratory Corporation of America

Jeffrey D. Glenn, Senior Vice President

Date: _____

Long Form Agreement/Non Business Associate v 6/28/06

LABORATORY CORPORATION OF AMERICA: 2008-2009
EXHIBIT A

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. Services

Contractor shall provide clinical laboratory services and phlebotomy services for the Behavioral Health & Recovery Services (herein after referred to as "Mental Health") and Correctional Health (herein after referred to as "Correctional Health") Divisions of the San Mateo County Health Department as described in this Exhibit A. All services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including the Clinical Laboratory Improvement Act (CLIA) of 1998 and its subsequent amendments, and Title 17, Section 2505, of the California Code of Regulations.

Required services shall include specimen collection, specimen transport, clinical laboratory analysis, provision of laboratory and specimen collection supplies, phlebotomy services, test reporting, utilization review, quality assurance, , and access to Contractor's patient service centers within San Mateo County.

A. Required Services

1. Clinical laboratory analysis

- a. Clinical laboratory services shall include, but not be limited to, the following areas: chemistry, drug testing, hematology, serology, and blood counts associated with Clozapine and Clozaril groups. Test methodologies must meet or exceed industry standards. Laboratory analysis shall be conducted by licensed staff.
- b. Clinical testing services shall include those tests listed in Contractor's current Directory of Services, which is incorporated by reference herein, and such additional services as County and Contractor agree to in writing. The Directory of Services may be modified from time to time by Contractor. Any such modification notwithstanding, Contractor shall provide services as described in this Agreement.

- c. Laboratory analysis of specimens collected from the ordering service sites shall be ordered by:
 - 1) Mental Health staff or subcontractor psychiatrists or psychiatric nurse practitioners;
 - 2) Correctional Health staff.

- d. Quality of analytical results must be monitored by: proficiency testing, routine quality control surveillance, blind submission programs, and inspection and self-assessment programs. Evidence of successful completion of these quality control activities will be made available to County upon written request.

- e. Contractor shall notify County in writing within three (3) business days of the loss of license to provide laboratory services for any facility whereby such services are provided for County.

2. Test Reporting

- a. Contractor shall send the laboratory test results to the corresponding Mental Health or Correctional Health site via teleprinter or fax, and on a secure website. If a service is ordered by a contracted provider for a San Mateo County Medi-Cal insured client who is not served at one of the described sites, the results shall be sent directly to that contracted provider. Laboratory test results shall include, at a minimum, the following:
 - 1) Patient's name (last, first, middle);
 - 2) Patient's date of birth (MM/DD/YY);
 - 3) CPT codes and description of test ordered;
 - 4) Name of the provider ordering the test;
 - 5) Test results;
 - 6) Charges; and
 - 7) Seven digit patient Identification number (CH patients), or patient identification number (MH clients)

- b. Contractor shall provide a hard copy of test results to each Mental Health site or Correctional Health facility within twenty-four (24) hours from receipt of specimen for most routine assays ordered, with the exception of cytology, microbiology and selected tests from the "Test Volumes and Pricing" attached as Attachment C. Contractor shall provide cytology results within five (5) business days of receipt of specimen.

The teleprinter shall remain the property of Contractor or Contractor's vendor, as the case may be. Contractor shall repair and maintain equipment. Necessary replacement as a result of normal wear and use shall be the responsibility of Contractor or its vendor.

- c. Abnormal results will be clearly highlighted by Contractor on the test results. Upon request, Contractor will provide County with a list of Contractor's predetermined "critical values" and all "critical value" results will be reported to the ordering facility within four (4) hours from release of test result via telephone call to ordering facility. In addition, Contractor, upon request will supply a list of "alert values" as identified and mutually agreed upon between County and Contractor. "Alert value" results shall be provided via telephone call by the Contractor to the ordering facility by the next business day.
- d. STAT test results shall be reported to the ordering facility within four (4) hours of receipt of specimen at testing facility via telephone call to ordering facility.
- e. Contractor shall provide routine reports customarily provided by Contractor without additional charge when requested by the Behavioral Health and Recovery Services Medical Director or her designee or the Correctional Health Manager or her designee. Other special reports about laboratory data may be generated by Contractor for the price and by the terms mutually agreed to by Contractor and the Medical Director or her designee and/or the Correctional Health Manager or her designee.
- f. Web-base test result reporting – e-Results

Preliminary and final patient test results shall be available to County providers through the Contractor "e-Results" Web-based service.

3. Specimen Transportation

Contractor shall provide specimen transport services as described in paragraphs I.B.1. and I.C.1., respectively, of this Exhibit A.

4. Specimen Collection Supplies

Supplies for the collection, preservation and transportation of specimens will be provided by Contractor to all ordering facilities. These include, but are not limited to: needles, specimen tubes/slides, collection and preservation equipment. Centrifuges will be provided by Contractor on a loan basis for preparation of specimens sent to a Contractor facility subject to signature of Contractor's Equipment Loan Acknowledgement. Contractor shall provide the supplies required for specimen collection for the types of laboratory analyses described in this Agreement. Such supplies shall be used solely for the purposes identified within this Exhibit A.

Contractor shall provide a description of specimen and handling requirements to each ordering facility. Changes and updates in specimen requirements will be communicated by Contractor to County in writing prior to changes being implemented.

5. Phlebotomy Services

Contractor shall provide phlebotomy services by certified phlebotomists at Mental Health clinic sites and at Correctional Health sites, as described in Paragraph I.B.2. and Paragraph I.C.2., respectively, of this Exhibit A.

B. Mental Health Services

Contractor shall provide phlebotomy and laboratory services for San Mateo County Mental Health Plan ("Mental Health"), which includes indigent clients and San Mateo County clients with, but not limited to, the following types of insurance coverage: Medi-Cal, Health Plan of San Mateo ("HPSM") Healthy Families, HPSM Healthy Kids, HPSM HealthWorx, and/or HPSM Care Advantage and other coverages as identified in Attachment A ("Participating Health Plans") as the same may be updated from time to time by Contractor. Laboratory services will be ordered by Mental Health or contractor psychiatrist(s) or psychiatric nurse practitioner(s) for the management of mental health conditions. Mental Health Services sites include those sites listed below. Additional clinical sites may be added by Mental Health during the term of this Agreement, as needed.

1. Specimen Transport Services

Contractor shall provide specimen transport services by staff trained in the handling of laboratory specimens, including documentation of chain of custody of specimens. Contractor shall provide specimen pickup routinely at each Mental Health Services facility pursuant to the schedule listed below. Transportation service and delivery of specimens to Contractor's sites shall be available once per day, Monday through Friday, at a regularly scheduled time, or as negotiated for each Mental Health site. Pick-up service from the mental health centers where blood is drawn or urine samples collected shall be provided. Additional, STAT, and late pickups at the designated sites and others will be provided Monday through Sunday as needed. Contractor's STAT couriers will arrive at the requesting facility within two (2) hours of request; all other nonscheduled pickups will be accommodated within eight (8) hours of request.

Mental Health Services Sites	
Site	Address
North County Mental Health Center	375 89 th Street, Daly City
Central County Mental Health Center	1950 Alameda de las Pulgas, San Mateo
South County Mental Health Center	802 Brewster Ave, Redwood City
Community Counseling Center	2415 University Ave., East Palo Alto
Coastside Mental Health Center	225 S. Cabrillo Highway, Ste 200A, Half Moon Bay

Caminar/CLC	136 N. San Mateo Drive, Suite 101, San Mateo
Canyon Oaks Youth Center	400 Edmonds Road Redwood City
Bruce-Badilla Board & Care Home	344 Franfort Street, Daly City

2. Phlebotomy Services

- a. Contractor shall provide phlebotomy services by certified phlebotomists at Mental Health clinic sites during regular clinic hours for a minimum of 17.5 hours of phlebotomy service per week as scheduled in the following table. Phlebotomists will provide efficient and empathetic service. New phlebotomists will receive four (4) hours of training in working with mental health clients. Training will include four (4) hours of training provided by Mental Health staff.

- b. The phlebotomists will perform only duties and services directly related to the collection of blood and urine samples to be tested by Contractor, obtaining billing information for Contractor's use, and completing the appropriate test request forms. The Services will be provided by Contractor to the extent allowed by applicable laws and regulations and in accordance with Contractor's then-current policies, procedures, and guidelines. County agrees not to request or permit the phlebotomist to perform any other duties or services. The County shall not ask the phlebotomist to enter or perform Services in an Isolation Ward, Infectious Disease Area or any other area which is restricted by virtue of the diseases which are or may be present. The phlebotomist shall serve as the exclusive employee of CONTRACTOR and shall in no way serve or act as an employee, contractor or agent of County. County agrees to notify Contractor promptly if it reasonably feels that the phlebotomist is not performing the duties and services hereunder in a satisfactory manner. County agrees that Contractor may perform random unannounced visits for the purpose of monitoring the phlebotomist's compliance with the terms of this Agreement and applicable laws and regulations.

- c. County shall indicate the entity responsible for payment of Services rendered on the requisition submitted to Contractor. If County indicates that County is responsible for payment, Contractor will bill County at the rates set forth in Attachment C. If County indicates that a third party is responsible for payment, Contractor, in accordance with legal and regulatory requirements, agrees to bill the responsible party as set forth in Exhibit B, Section III.B.2., for services performed under this Agreement.
- d. Each party to this Agreement acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any party, which is not embodied herein, and no other agreement, statement or promise relating to specimen collection services not contained in this Agreement shall be valid or binding.
- e. County shall be responsible for the storage, removal and disposal of medical waste generated by the specimen collection services provided hereunder
- f. Phlebotomists shall have a minimum of one (1) year of phlebotomy experience.
- g. Phlebotomy services shall be overseen by a Clinical Licensed Scientist (CLS). Phlebotomists shall receive ongoing evaluation and competency assessments.
- h. Contractor shall conduct twice-yearly satisfaction surveys of County clients and staff regarding phlebotomy services. Results of those surveys shall be provided to the County.
- j. Contractor will provide phlebotomy collection supplies for the scheduled sites. Contractor shall provide phlebotomy services on-site at the Mental Health clinics listed in the following table. Service times, locations and volumes may be adjusted in response to Mental Health needs by mutual written consent of County and Contractor.
- k. Phlebotomy and laboratory services shall be provided at Contractor Patient Service Centers as needed.

- I. Contractor shall provide phlebotomy coverage for times when Contractor's regularly scheduled phlebotomists are absent. Phlebotomists providing such coverage shall have the same training and receive the same evaluation and competency assessment as regularly scheduled phlebotomists. In the event that Contractor is or expects to be temporarily unable to provide all or a portion of the phlebotomy coverage, Contractor shall make all commercially reasonable efforts to provide County with a minimum of two (2) weeks notice of such anticipated interruption of phlebotomy coverage.

Sites	Phlebotomy Hours
Central County Mental Health 1950 Alameda de la Pulgas San Mateo, CA	Tuesdays, 8:30-10:00am Wednesdays, 8:30-10:30am Thursdays, 8:30-10:30am
South County Mental Health 802 Brewster Redwood City, CA	Tuesdays, 8:30-11:00am Wednesdays, 8:30-11:00am Wednesdays, 1:00-3:30pm
Community Counseling 2415 University Ave. East Palo Alto, CA	Tuesdays, 1:00-2:00pm
North County Mental Health 375 89 th Street Daly City	Monday, 9:00-10:30am Thursdays, 8:30-10:30am
Caminar/CLC 136 N. San Mateo Drive, # 101 San Mateo	Tuesdays, 10:30-11:00am

3. Use of Contractor's Patient Service Centers

Mental Health clients who have laboratory services ordered by Mental Health or subcontractor psychiatrists and psychiatric nurse practitioners, may also go to Contractor's Patient Service Centers for their laboratory service needs.

C. Correctional Health

Contractor shall provide phlebotomy and laboratory services for Correctional Health Services for inmates at the sites listed below. Phlebotomy services shall be provided during times as noted below. Different times and sites may be negotiated as necessary by mutual written consent of County and Contractor.

Site	Phlebotomy Hours
Maguire Correctional Facility, 300 Bradford Street Redwood City	Monday, Wednesday, Friday 6:00 - 9:00am
Women's Correctional Facility 1590 Maple Street Redwood City	Tuesday, Thursday 5:30 - 8:30am

1. Specimen Transport Services

Contractor shall provide specimen transport services by staff trained in the handling of laboratory specimens, including documentation of chain of custody of specimens. Contractor shall provide specimen pickup routinely at each Correctional Health facility pursuant to the following listed schedule. Transportation service and delivery of specimens to Contractor's sites shall be available once per day, Monday through Friday, at a regularly scheduled time, or as negotiated for each Correctional Health site. Pick-up service from the Correctional Health sites where blood is drawn or urine samples collected shall be provided. Additional, STAT, and late pickups at the designated sites and others will be provided Monday through Sunday as needed. Contractor's STAT couriers will arrive at the requesting facility within two (2) hours of request; all other nonscheduled pickups will be accommodated within eight (8) hours of request.

Correctional Health Site	Frequency of Pickup	
Maguire Correctional Facility	As requested	Monday-Sunday
Women's Correctional Center	As requested	Monday-Sunday

2. Phlebotomy Services

- a. The contractor shall provide phlebotomy services by a certified phlebotomist at the above specified correctional Health sites and times. All phlebotomists working within Correctional Health must pass a security clearance by the San Mateo County Sheriff. New Phlebotomists will receive three (3) hours of training working with incarcerated persons and security provided by Correctional Health.

- b. The phlebotomists will perform only duties and services directly related to the collection of blood and urine samples to be tested by Contractor, obtaining billing information for Contractor's use, and completing the appropriate test request forms. The Services will be provided by Contractor to the extent allowed by applicable laws and regulations and in accordance with Contractor's then-current policies, procedures, and guidelines. County agrees not to request or permit the phlebotomist to perform any other duties or services. The phlebotomist shall serve as the exclusive employee of CONTRACTOR and shall in no way serve or act as an employee, contractor or agent of County. County agrees to notify Contractor promptly if it reasonably feels that the phlebotomist is not performing the duties and services hereunder in a satisfactory manner.
- c. County shall pay Contractor for the collection of specimens at the rate set forth in Attachment C.
- d. Each party to this Agreement acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any party, which is not embodied herein, and no other agreement, statement or promise relating to specimen collection services not contained in this Agreement shall be valid or binding.
- e. County shall be responsible for the storage, removal and disposal of medical waste generated by the specimen collection services provided hereunder.
- f. Phlebotomists shall have a minimum of one (1) year of phlebotomy experience.
- g. Phlebotomy services shall be overseen by a Clinical Licensed Scientist (CLS). Phlebotomists shall receive ongoing evaluation and competency assessments.
- h. Contractor shall conduct twice-yearly satisfaction surveys of County clients and staff regarding phlebotomy services. Results of those surveys shall be provided to the County.

- i. Contractor will provide phlebotomy collection and other lab supplies including but not limited to wound culture and urine collection supplies.
- j. Contractor shall provide phlebotomy coverage for times when Contractor's regularly scheduled phlebotomists are absent. Phlebotomists providing such coverage shall have the same training and receive the same evaluation and competency assessment as regularly scheduled phlebotomists. In the event that Contractor is or expects to be temporarily unable to provide all or a portion of the phlebotomy coverage, Contractor shall make all commercially reasonable efforts to provide County with a minimum of two (2) weeks notice of such anticipated interruption of phlebotomy coverage.

D. All Program Administration

1. Service Coordination

Contractor shall have a designated customer service representative who will have scheduled quarterly meetings with the Mental Health Medical Director or a designated Mental Health representative and scheduled monthly meetings with the Correctional Health Manager. These meetings shall include a review of the activities within the scope of the laboratory services contract, including technical and administrative issues, to assure smooth coordination and problem resolution.

2. Customer Service

- a. Contractor shall provide and maintain a list of current contact information for the following service areas:
 - 1) Phlebotomy supplies;
 - 2) Billing services;
 - 3) Reordering supplies;
 - 4) Laboratory medical director; and
 - 5) Customer service representative.

- b. Contractor shall make available customer service and technical assistance by telephone twenty-four (24) hours per day. Contractor shall make available a toll free telephone number for Contractor Customer Service Center to each ordering facility. The Customer Service Center shall provide information regarding: test results, status of test in progress, specimen and special handling requirements, fees or billing information, and procedures for adding additional tests to specimens already submitted. Technical assistance that is not handled directly shall be provided in a professional manner within one (1) working day.
- c. Contractor shall provide quality laboratory services for the Mental Health and Correctional Health clients. Appropriately licensed and certified professional staff shall conduct laboratory analysis. Contractor shall provide to county a description of its standard quality control programs for laboratory and phlebotomy services.

3. Quality Assurance

Contractor must be able to assure quality phlebotomy and laboratory services for the Mental Health and Correctional Health clients. The contractor will provide a quality control program and meet CLIA guidelines as well as state and local regulations. Quarterly Contractor clinical laboratory QA reports shall be provided to Mental Health Services upon written request.

The Contractor quality assurance program will include quarterly on-site inspections of Mental Health phlebotomy services and consultation to staff. Inspection recommendations and Quality control audits shall be provided to County upon written request. Quality assurance activities related to phlebotomy services shall include, but not be limited to:

- a. Annual competency review
 - b. Twice annual distribution and collection of phlebotomy customer services satisfaction surveys
4. Contractor shall meet regulatory deadlines for compliance with all Health Insurance Portability Accountability Act (HIPAA) requirements.

III. ADMINISTRATIVE REQUIREMENTS

A. Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, and as required by applicable state and federal laws, titles, rules, and regulations, including the Clinical Laboratory Improvement Act (CLIA) of 1998 and its subsequent amendments, and Title 17, Section 2505, of the California Code of Regulations.

B. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

C. Cultural Competency

Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.

D. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

E. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp.

F. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

IV. PERFORMANCE OBJECTIVES

A. Mental Health Services

90 % of monthly electronic tape billing data files deliveries will be made within ninety (90) days of the end of the month.

B. Correctional Health

A minimum of 95% of results of routine tests with a 24 hour turn-around result time will be provided within twenty-four (24) hours of receipt of specimen.

LABORATORY CORPORATION OF AMERICA: 2006-2008
Exhibit "B"

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor as described in this Exhibit B. All payments under this Agreement must directly support services specified in this Agreement.

I. Agreement Maximum – All Services

A. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the combined sum of TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000) for services provided to Mental Health Services and Correctional Health Services for the term of this Agreement.

B. Mental Health Services

1. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of NINETY THOUSAND DOLLARS (\$90,000) for services provided to Mental Health Services as described in Exhibit A of this Agreement. This refers to the amount due from the County by means of invoice and does not include third party payments (i.e. Medicare, Medi-Cal and other third party payments). Services shall be billed on a fee-for-service basis. Mental Health Services Division shall be billed based on the Fee Schedule in Exhibit B, Section II.A. Fee Schedule – High Volume Tests, Attachment C – Test Volumes and Pricing, and Exhibit B, Section III. B. Billed costs shall be inclusive of supplies, transport service, analysis of specimens, technical assistance, and any other services or supplies required for the provision of laboratory services as described in Exhibit A of this agreement.

2. Contractor shall charge the lower of the prices in Attachment C – Test Volumes and Pricing and Exhibit B, Section II.A. – Fee Schedule – High Volume Tests.

Correctional Health Services

1. Payments

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) for services provided to Correctional Health Services as described in Exhibit A of this Agreement. Services shall be billed on a fee-for-service basis. Correctional Health Services shall be billed according to Exhibit B, Section II.A. Fee Schedule – High Volume Tests, Attachment C – Test Volumes and Pricing, and Exhibit B, Section III. C. Billed costs shall be inclusive of supplies, transport service, analysis of specimens, technical assistance, and any other services or supplies required for the provision of laboratory services as described in Exhibit A of this agreement.

2. Contractor shall charge the lower of the prices in Attachment C – Test Volume and Pricing Exhibit B, Section II.A., Fee Schedule – High Volume Tests.

II. Fee Schedule – All Services

High volume tests shall be reimbursed at the rate schedule below. These rates supersede rates in Attachment C – Test Volumes and Pricing

Prices for all other tests shall be as established in Attachment C – Test Volume and Pricing, incorporated by reference herein.

A. Fee Schedule – High Volume Tests

Test Code	Test Name	Price
322744	Acute Hepatitis Panel	\$33.50
001545	ALT	\$5.00
071282	Amphetamine confirm	\$35.00
001396	Amylase	\$5.00
001123	AST	\$3.25
322758	Basic Metabolic Panel	\$7.00
071316	Cannabinoid Confirma	\$35.00
028142	CBC	\$4.00
005009	CBC/Platlets/Absolu	\$6.00
005009	CBC ws/platelets & diff	\$6.00
00165	Cholesterol	\$4.00
071324	Cocaine Confirmation	\$35.00
322000	Comp. Metabolic Panel	\$7.00
003012	Creatinine, Urine	\$6.00
007401	Dilantin (Phenytoin)	\$11.00
794370	Drug Screen 10-50 +	\$18.00

789120	EIA 10 + Alcohol	\$25.00
303754	Electrolytes	\$3.75
303754	Electrolyte Panel	\$3.75
004309	FSH	\$11.25
001032	Glucose	\$5.00
001818	Glucose Fasting	\$5.00
102004	Glucose Tol, Gestational, 3 hrs	\$13.00
001693	Glycohemoglobin, A1C	\$5.75
001693	Glycohemoglobin (HBA)	\$5.75
162289	H. Pylori, IgG	\$16.00
004556	HCG, Serum (Preg) Qual	\$7.00
006395	Hepatitis B Surface Antibody	\$8.00
006510	Hepatitis B Surface Antigen w/ reflex confirm#	\$6.00
143991	Hep C AB	\$22.00
322755	Hepatic Function Panel	\$5.75
303756	Lipid Panel	\$5.50
007708	Lithium	\$6.00
140050	Microalbumin, Semiqu	\$5.50
202945	Obstetric Panel	\$40.50
071456	Opiate Confirmation	\$35.00
009100	Pap Smear	\$15.00
004465	Prolactin	\$12.75
005199	PT (Protime) w/NR	\$3.25
005207	PTT (Activated)	\$3.25
006072	RPR	\$4.50
164160	Sure Test GC Chlamydia	\$16.00
001156	T-3 Uptake	\$3.75
4259	Thyroid Stimulating Hormone	\$22.00
001974	Thyroxine-Free	\$7.00
003038	Urinalysis	\$3.50
003384	Urinalysis-Macro	\$3.25
007260	Valproic Acid	\$12.00
270510	Viral Load/ CD4	\$38.00

III. Additional terms

A. All Services

1. The Director of Health is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions. Such modifications and changes shall be made upon mutual written agreement of County and Contractor.
2. Budget modifications may be approved by the Director of Health or her designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
3. If County finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement.
4. In the event this Agreement is terminated prior to June 30, 2009, the Contractor shall be paid for services already provided pursuant to this Agreement.
5. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
6. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Director of Health or designee.

B. MENTAL HEALTH SERVICES

1. Contractor shall maintain separate accounts for each Mental Health service site. Information from separate accounts shall be provided as agreed upon by Contractor and Mental Health. Accounts may be added or deleted as requested by Mental Health Services. Additional accounts may be added for individual Mental Health contract providers, as requested by Mental Health Services.

2. Billing

Contractor shall bill County or applicable parties for all tests performed on behalf of clients, as described below.

- a. For clients receiving services at Mental Health clinics, third party billing information will be provided to the contractor via printed labels. Contractor shall be responsible for collection of third party billing information from clients who receive services at contractor laboratory sites. County shall be responsible for promptly providing Contractor with required diagnosis code information.
- b. Costs for services provided at the request of Mental Health for clients with Medi-Cal insurance coverage or who are indigent shall be billed directly to County.
- c. Services for clients who have Health Plan of San Mateo ("HPSM") Healthy Families, HPSM Healthy Kids, HPSM HealthWorx, and/or HPSM Care Advantage insurance coverages shall be billed directly to the HPSM. Services for clients with Medi-Cal coverage that were not requested by Mental Health shall also be billed to the HPSM.
- d. Services for Medicare covered clients will be billed to Medicare to their respective Medicare providers.
- e. Contractor is responsible for billing for all tests performed on behalf of clients who are insured by HPSM and those private insurance companies listed on Attachment A – Participating Health Plans.

- f. County has no financial responsibility for services provided to beneficiaries of HPSM or where there is a responsible third party payor as listed on Attachment A, unless Contractor is unable to obtain payment from any third party due to County's failure to provide the information required in this Agreement or as a result of County's failure to follow applicable rules or regulations, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.
- g. Contractor is responsible for the collection of applicable share of cost, deductibles and co-payments for clients with third-party insurance coverage.
- h. For services that cannot be billed by one of the options described above, Contractor shall bill the County. Under no circumstances shall Contractor bill clients directly for services, except for applicable share of cost, deductibles and co-payments as described in III.B.2.g., above, of this Exhibit B.

3. Invoices and Electronic Tape Billing Data File

- a. Contractor shall provide a monthly customized electronic tape billing data file in an ASCII format. This file shall include costs for all laboratory test services performed under this Agreement for Mental Health Services, as referenced in Exhibit A, for those charges to be billed directly to County. These electronic tape billing data files shall include only those data elements identified in Attachment D. These electronic tape billing data files are due within twenty (20) days from the end of the service month, and shall be submitted via email to both:

Doreen Avery, Business Systems Manager at davery@co.sanmateo.ca.us, and Kathleen Luisotti, at kluisotti@co.sanmateo.ca.us.

Payment for services shall be contingent upon timely receipt of electronic tape billing data files. These electronic tape billing data files will serve as the monthly invoice for billing. Files received more than thirty (30) days late shall be subject to a payment penalty as described in Paragraph III.B.4. of this Exhibit B.

- b. Payment shall not be made for services that are invoiced more than six (6) months after the date of service.

4. Payment Penalty

A payment penalty will be imposed for the late delivery of the electronic tape billing data files, as defined in Paragraph III.B.3. of this Exhibit B. The monthly payment due to Contractor from County for services provided to Mental Health Services shall be reduced by ten percent (10%) from the original invoiced amount for every thirty (30) day period past the due date in which delivery of the electronic tape billing data file does not occur.

- 5. Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any laboratory or related administrative services provided under this contract except to collect other third-party health insurance coverage, share of cost and co-payments, as applicable. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

6. Claims Certification and Program Integrity

- a. To the extent applicable to a reference clinical laboratory and to the extent required by the authority referenced in this Paragraph III.B.6.a., Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

- b. Contractor shall use reasonable commercial efforts to ensure that claims submitted in connection with this Agreement are accurate and comply with applicable terms of this Agreement. Services shall be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability and the services included in the claim were actually provided to the beneficiary.
- c. Except as provided in Paragraph III.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

C. CORRECTIONAL HEALTH SERVICES

1. Invoicing

- a. Contractor shall bill directly to Correctional Health for laboratory services performed. Invoices shall be submitted in hard copy and in conformity with usual and customary billing methods. Invoices shall be sent to: Nomalee Tilman, Clinical Services Manager, 300 Bradford Street, Redwood City, CA 94063.
- b. Monthly invoices shall include the following data elements: Patient Identification Number, if provided by County, Test Date, Billed Price, Service Name, and Client Name. Invoices shall include all services performed during the month being invoiced.
- c. Contractor shall maintain two separate accounts for each Correctional Health site. Information from separate accounts shall be provided as agreed upon by Contractor and Correctional Health.



Participating Health Plans:

LABCORP ATTACHMENT A - Contracted Insurances

LabCorp is not limited to accept PPO / Network insurances to the ones listed. However, HMO insurances must be affiliated with one of the following Direct HMO Networks or IPA's.

IPA's:

- Alta Bates Medical Group
- Alta Bates Medical Associates
- Alta Bates Senior Care
- Brown & Toland Medical Group
- Mills Peninsula Medical Group in Daly City only
- Sutter Medical Group of the Redwoods
- Solano Medical Group
- Sutter Regional Medical Foundation (Solano)

HMO's, PPO's, TPA's:

- AARP
- Admar / Medsense Network
- Aetna US Healthcare - Direct HMO**
- Aetna US Healthcare - EPO & PPO**
- AmeriHealth Administrators**
- BC/BS Federal Employees
- BC/BS Out of State (Blue Card)
- Beech Street Network**
- Benefit Panel Services - EPO & PPO
- Benesight
- Blue Cross of California - Direct HMO
- Blue Cross of California - Medi-Cal
- Blue Cross of California - PPO**
- Blue Cross Prudent Buyer
- Blue Shield of California - Direct HMO
- Blue Shield of California - PPO
- CappCare Network**
- Carpenters Health
- Cigna - Direct HMO Southern California Only**
- Cigna - PPO**
- Community Care Network (CCN)**
- Core-Source**
- Employers Health / Humana**
- First Health Network**
- Fortified Health Network
- General American
- Great West PPO**
- Guardian
- Healthcare Advantage
- HealthNet - Direct HMO
- HealthNet - PPO
- Humana Employers Health**
- Integrated Health Services
- Inter Plan Network
- Inter Valley Health Plan - EPO / PPO
- John Deere (National)**
- Lab Direct-Allen Canning
- Lab Direct-American Health Grp-Dana Corp
- Lab Direct-Drew University Student Health Plan
- Lab Direct-Hoffman La Roche
- Lab Direct-Local 1964
- Lab Direct-Pandol & Sons / Tayson Admin
- Lab Direct-Parker Hannifin Corporation
- Lab Direct-Retail, Wholesale Department Store Union
- Lab Direct-University of Delaware/University Health Plan
- Foundation for Medical Care (All Counties)
- Managed Care Strategies (MCS)**
- Medical Development International
- Multi Plan Inc. Network**
- Mutual of Omaha
- National Assoc of Letter Carriers
- National Preferred Provider Network**
- Nationwide Health Plans (Calfarm)
- New York Life
- Northwestern National Life
- One Health Plan - PPO**
- Oxford Health Plans
- Pacific Foundation for Medical Care
- PacificCare - Direct HMO
- PacificCare - PPO
- Phoenix Mutual/Financial
- PIA / Personal Ins Admin
- Plan Handlers
- Preferred Health Network**
- Private Health Care Systems (PHCS)**
- Provider Network of America (Pro-Net)**
- UniCare Wellpoint Network**
- United Food & Commercial Workers/UFCW
- United Health Care - PPO**
- United Payors & Providers**
- Universal Care
- USA Managed Care Organization**
- WeilMark Health Care**
- Worker's Compensation
- Government Payors / Programs:**
- California Children's Services (CCS)
- Cancer Detection Program
- Child Health & Disability Prevention (CHDP)
- Child Treatment Unit
- County Medical Services (CMS)
- Genetically Handicapped Persons Program (GHPP)
- Government Employees Health Assoc. (GEHA)
- Medi-Cal (Medicaid) Straight Medical only
- Note:** County Medical Partnerships call local plan Medicare
- Medicare Railroad
- State Only Family Planning (MDSOF)
- TriCare / Champus

LABCORP ATTACHMENT C - Test Volumes and Pricing

LabCorp Test Code	Test	Fee
006056	ABO GROUP	\$6.00
006049	ABO GROUP RH TYPE	\$12.00
007740	ACETAMINOPHEN	\$20.00
017996	ALCOHOL BLOOD	\$22.50
002030	ALDOLASE	\$5.00
001107	ALKALINE PHOSPHATASE	\$5.00
002253	ALPHA-FETOPROTEIN NO	\$9.75
001545	ALT (SGPT)	\$5.00
007476	AMITRIPTYLINE (ELAVI	\$18.00
007054	AMMONIA	\$11.00
071282	AMPHETAMINE CONFIRMA	\$35.00
074401	AMPHETAMINES EIA - N	\$7.81
001396	AMYLASE SERUM	\$5.00
164855	ANA	\$7.00
006015	ANTIBODY SCREEN	\$7.00
096339	ANTI-DNA (DS)	\$12.00
161455	ANTI-JO-1 ABS	\$18.00
162388	ANTINEUTROPHIL CYTOPLA PANEL	\$20.00
006692	ANTI-THYROGLOBULIN A	\$9.25
007039	ARSENIC	\$43.00
006031	ASO TITER (ANTI-STREPT	\$4.50
001123	AST (SGOT)	\$3.25
071290	BARBITURATE CONF URI	\$35.00
322758	BASIC METABOLIC	\$7.00
071308	BENZODIAZEPINE CONF	\$35.00
143404	CA 15-3 (ABBOTT)	\$14.25
001016	CALCIUM	\$3.25
004804	CALCIUM, IONIZED	\$9.00
071316	CANNABINOID CONFIRMA	\$35.00
007419	CARBAMAZEPINE	\$12.00
007187	CARBOXYHEMOGLOBIN	\$12.00
001529	CAROTENE	\$8.00
028142	CBC	\$6.00
005017	CBC WITHOUT PLATELET	\$6.00
005009	CBC/PLATELETS/ABSOLU	\$6.00
002139	CEA (CARCINOEMBRYONI	\$12.00
001560	CERULOPLASMIN	\$5.75
303758	CHEM 7	\$4.00
188078	CHLAMYDIA BY AMPLIFI	\$23.00
001206	CHLORIDE	\$3.25
001065	CHOLESTEROL	\$4.00
706465	CLOMIPRAMINE	\$20.00
706440	CLOZAPINE (CLOZARIL)	\$35.00
001578	CO2	\$3.25
071324	COCAINE CONFIRMATION	\$35.00
322000	COMPREHENSIVE METABO	\$7.00
004051	CORTISOL	\$9.00
104018	CORTISOL A.M.	\$9.00
001362	CPK	\$3.25
006627	C-REACTIVE PROTEIN	\$6.00
001370	CREATININE	\$3.25
003004	CREATININE CLEARANCE	\$7.50
013672	CREATININE URINE RAN	\$6.00
003012	CREATININE, URINE	\$6.00

LABCORP ATTACHMENT C - Test Volumes and Pricing

LabCorp Test Code	Test	Fee
183194	CT / NG BY AMPLIFIED DNA	\$58.00
008649	CULTURE, BACTERIAL,	\$11.00
004697	DHEA SULFATE	\$15.75
007989	DIAZEPAM (VALIUM), B	\$21.00
007609	DOXEPIIN (INCLUDES NORD	\$21.00
766063	DRUG SCREEN SERUM	\$143.44
096248	EBV-EARLY ANTIGEN	\$15.00
010272	EBV-NUCLEAR AG SERUM	\$16.00
096230	EBV-VCA IGG SERUM	\$15.00
789120	EIA 10 + ALCOHOL	\$25.00
303754	ELECTROLYTE	\$3.75
005215	ESR (WESTERGREN)	\$4.50
005215	ESR (WESTERGREN) MANUAL	\$4.50
004515	ESTRADIOL	\$21.50
004598	FERRITIN	\$6.75
706887	FLUPHENAZINE	\$30.00
002014	FOLATE SERUM	\$7.50
480640	FREE PSA (HYBRITECH)	\$16.00
010389	FREE T3	\$20.75
004309	FSH	\$11.25
188086	GC BY AMPLIFIED DNA	\$29.00
001958	GGT	\$3.25
163402	GLIADIN ANTIBODY PAN	\$25.00
001818	GLUCOSE	\$5.00
102277	GLUCOSE 1 HR (50 GRAMS)	\$5.00
001818	GLUCOSE FASTING	\$5.00
102004	GLUCOSE TOLERANCE - GEST	\$13.00
003376	GLUCOSE, QUANTITATIV	\$5.00
001693	GLYCOHEMOGLOBIN (HBA	\$5.75
008540	GRAM STAIN	\$7.75
180745	GROUP STREP CULTURE	\$8.75
162289	H.PYLORI AB - IGG	\$16.00
070482	HALOPERIDOL	\$16.00
004036	HCG - URINE	\$7.25
004416	HCG BETA SUBUNIT QUANT	\$9.00
550033	HCV RNA QUANT, PCR	\$137.00
550400	HCV VIRAL RNA QUAL P	\$116.75
001925	HDL CHOLESTEROL	\$4.25
162289	HELICOBACTER PYLORI AB	\$16.00
005041	HEMOGLOBIN	\$4.00
121679	HEMOGLOBIN ELECTROPHOR	\$15.75
028142	HEMOGRAM/PLATELET	\$4.00
006734	HEP A ANTIBODY-IGM	\$9.50
006726	HEP A ANTIBODY-TOTAL	\$7.00
016881	HEP B CORE AB-IGM	\$9.00
160101	HEP B CORE AB-REFLEX	\$7.00
006718	HEP B CORE AB-TOTAL	\$7.00
006395	HEP B SURFACE ANTIBO	\$8.00
006510	HEP B SURFACE ANTIGE	\$6.00
143991	HEP C VIRUS ANTIBODY	\$22.00
322755	HEPATIC FUNCTION	\$5.75
322744	HEPATITIS ACUTE	\$33.50
140615	HEPATITIS B DNA QUAN	\$225.00
163014	HERPES SIMPLEX I IGG	\$17.00

LABCORP ATTACHMENT C - Test Volumes and Pricing

LabCorp Test Code	Test	Fee
164806	HERPES SIMPLEX IGM W	\$20.00
163147	HERPES SIMPLEX II IGG	\$22.00
006189	HETEROPHILE (MONO SCREEN	\$7.50
004804	IONIZED CALCIUM	\$9.00
001339	IRON	\$3.25
001321	IRON / TIBC/	\$7.75
001321	IRON BINDING CAPACIT	\$7.75
007625	LEAD	\$10.00
001404	LIPASE	\$4.25
303756	LIPID PANEL	\$5.50
007708	LITHIUM	\$6.00
224512	LORAZEPAM (ATIVAN)	\$70.00
004283	LUTEINIZING HORMONE	\$11.25
001537	MAGNESIUM	\$4.50
007773	MERCURY, QUANT	\$39.50
004234	METANEPHRINES	\$25.00
700070	METHADONE URINE CONF	\$35.00
706961	METHYLMALONIC ACID	\$45.00
140050	MICROALBUMIN, SEMIQU	\$5.50
003079	MYOGLOBIN URINE	\$15.00
008649	NASOPHARYNX CULTURE	\$11.00
007393	NORTRIPTYLINE (AVENT	\$17.00
202945	OBSTERIC PANEL	\$40.50
712570	OPIATE CONFIRMATION	\$35.00
008623	OVA AND PARASITES	\$13.25
716928	OXCARBBAZEPINE AS METAB	\$10.00
005207	PARTIAL THROMBOPLAST	\$3.25
005066	PATHOLOGIST REVIEW	\$16.00
071464	PHENCYCLIDINE CONF G	\$35.00
007823	PHENOBARBITAL	\$13.00
007401	PHENYTOIN	\$11.00
001024	PHOSPHORUS	\$3.25
001180	POTASSIUM	\$3.25
004556	PREGNANCY SERUM	\$7.00
007856	PRIMIDONE	\$22.75
007856	PRIMIDONE /PHENOBARBITA	\$22.75
004465	PROLACTIN	\$12.75
074567	PROPOXY CONF GCMS/G	\$35.00
225920	PROTEIN ELECTROPHORESIS	\$10.00
013664	PROTEIN URINE	\$4.25
003277	PROTEIN URINE 24 HR	\$4.25
005199	PROTHROMBIN TIME	\$3.25
010322	PSA	\$12.00
010322	PSA (HYBRITECH)	\$12.00
322777	RENAL	\$4.25
005280	RETICULOCYTE COUNT	\$6.00
006064	RH TYPE	\$6.00
006502	RHEUMATOID FACTOR	\$5.00
716563	RISPERIDONE & 9 OH R	\$25.00
006072	RPR	\$4.50
012005	RPR (REFLEX FTA)	\$4.50
006197	RUBELLA IGG ANTIBODY	\$7.50
S00001	SENSITIVITIES	\$7.50

LABCORP ATTACHMENT C - Test Volumes and Pricing

LabCorp Test Code	Test	Fee
S00002	SENSITIVITIES	\$7.50
S00003	SENSITIVITIES	\$7.50
S00004	SENSITIVITIES	\$7.50
S00005	SENSITIVITIES	\$7.50
825976	SEROQUEL LEVEL	\$64.00
012708	SJOGREN'S ANTIBODIES	\$22.50
001198	SODIUM	\$3.25
270466	STAT CHARGE	\$10.00
006379	T. PALLIDUM-PA (T. P	\$9.75
002188	T3 TOTAL	\$12.00
001156	T3-UPTAKE	\$3.75
001149	T4-TOTAL	\$4.25
004226	TESTOSTERONE TOTAL	\$13.50
007336	THEOPHYLLINE	\$12.00
006684	THYROID ANTIBODIES	\$16.75
006676	THYROID PEROXIDASE(T	\$7.50
140749	THYROID STIMULATING	\$18.00
001974	THYROXINE-FREE	\$7.00
505008	T-LYMPHOCYTE HELPER CE	\$30.00
001172	TRIGLYCERIDES	\$3.25
120832	TROPONIN I	\$25.00
349829	TSH/T4 REFLEX	\$6.00
001040	UREA NITROGEN	\$3.25
001057	URIC ACID	\$3.25
003038	URINALYSIS	\$3.50
003384	URINALYSIS - MACROSC	\$3.25
333427	URINALYSIS - MICRO	\$2.00
377069	URINALYSIS, C&S IF I	\$3.25
003384	URINALYSIS-MACRO	\$3.25
008847	URINE CULT - COLONY	\$8.00
007260	VALPROIC ACID	\$12.00
006072	VDRL	\$4.50
998085	VENIPUNCTURE CHARGE	\$3.75
162545	VIROLOGY RNA BY PCR QU	\$98.00
083824	VIROLOGY TESTING	\$8.50
001503	VITAMIN B12	\$9.00

For the Services ordered by County and performed by Contractor, that are not set forth above, Contractor shall charge and County agrees to pay those fees set forth in Contractor's then current Professional Fee Schedule less a 60% discount on all discountable items. Contractor reserves the right to add any service to the non-discountable list.

Attachment D
Monthly Invoice Billing Field Layout

1. Client Number
2. Claim Status Code
3. Date of payment or adjustment
4. Adjustment reason code
5. Specimen number
6. LabCorp assigned test number
7. Date specimen was collected
8. Test description on invoice
9. Test price
10. Ordering Physician Name
11. Patient Name
12. Patient Number
13. Patient Sex
14. Patient DOB
15. CPT Code
16. ICD9 Code
17. Other
18. Other Payor Paid

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."